MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE ("Committee")
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC.
September 10, 2020

WHEREAS, the Committee and the Union have engaged in good faith negotiations regarding the reopening of school for the 2020-2021 school year;

WHEREAS, absent a reasonable accommodation approved and provided by the District, educators will work in their school building or other assigned District work location for the 2020-2021 school year to perform their work, unless the Committee or Superintendent closes the schools for public health reasons and/or educators are directed otherwise by the Superintendent.

WHEREAS, the Parties wish to memorialize their understanding about certain aspects of the reopening of school for the 2020-2021 school year;

NOW THEREFORE, notwithstanding any contrary provision in the Parties collective bargaining agreements or practices, the Parties hereby agree as follows for the duration of the 2020 – 2021 work year, unless otherwise agreed by the Parties:

1. **2020 – 2021 Health and Safety Committee:**
   A Joint Health and Safety Committee shall be established consisting of members of the Union and other unions and District representatives. This Committee may meet during the 2020 – 2021 work year to provide recommendations regarding issues surrounding building-based issues regarding cleaning and safety protocols. The 2020-2021 Health and Safety Committee will meet bi-weekly or as requested by either party during the 2020-2021 work year.

2. **Personnel Protective Equipment (PPE)**
   As recommended by the DESE, the District shall maintain a supply of:
   - disposable masks
   - goggles/eye protection
   - face shields
   - disposable gowns
   - disposable gloves
   - cleaning products such as hand sanitizer and soap.
   The District will provide the Union with a monthly inventory of the Personal Protective Equipment in stock and on order. The District shall decide which personal protective equipment is appropriate for each Educator in accordance with DESE guidance. The
District will provide the Union with a list of PPE designated for the nurse and other positions as of August 2020. Educators may request additional personal protective equipment on a case-by-case basis.

The District will provide educators with training on the proper use of masks and PPE.

3. **Required Face Coverings**
   Educators shall be required to wear a face covering that meets District requirements at all times on District property unless the educator has a medical disability which prevents the educator from wearing a face covering or during designated mask breaks, provided there is appropriate social distancing. Mask breaks include lunch breaks. The District shall provide each educator with a reusable mask. However, educators may use their own personal masks that meet District requirements.

4. **Secondary School Nurses**
   Article 12.H.6 of the Parties’ collective bargaining agreement shall not be applicable for the duration of this Agreement.

5. **Educator Evaluation**
   The Parties shall adhere to the Educator Evaluation requirements as contractually obligated. The requirements and timeline (except as amended below) provided for in Appendix D of the parties’ collective bargaining agreement shall remain unchanged, however the mechanics of the evaluation may vary based on the District’s method of delivery of instruction.

   The Parties agree that the first formal observation in the 2020-2021 work year will be no earlier than September 25, 2020 and no later than December 1, 2020.

   Both announced and unannounced observations may occur in person, with the evaluator in the room, or remotely with the evaluator in the remote classroom. Any observations that occur in a remote classroom will require the evaluator to be visible. All monitoring or observation of the work performance of an educator will be conducted openly and with the educator’s knowledge.

   All employees shall use District-approved platforms for on-site, hybrid, and distance learning as directed by their building Principal or Supervisor. The District will provide a training for educators working in the District-approved platforms. Educators may request an informal observation for informal feedback from their evaluator. If the evaluator determines that the informal observation was proficient or better, the informal observation will be converted to a formal observation.
6. Platforms, Email, Electronic Lesson Plans
   6.1 Platforms: All professional employees shall use District-approved platforms for on-site, hybrid, and distance learning as directed by their building Principal or Supervisor.

   6.2 Email: All professional employees are expected to check their email throughout the workday, and respond to/acknowledge emails in a timely manner. Email shall be checked at the start and end of the workday.

   6.3 Lesson Plans: Professional employees are required to submit lesson plans electronically.

7. On Site, Hybrid, and Distance Learning
   A. Each professional employee shall be equipped with a District device enabled with a camera and a microphone.

   B. Professional employees may be assigned distance learning schedules and/or on-site learning schedules throughout the year.

   C. All professional employees will be required to provide synchronous and asynchronous instruction for their students. No professional employee shall be required to create a video of themselves for asynchronous lessons.

   D. Full Distance (including Wednesday hybrid) for all levels
      Synchronous lessons for all scheduled subjects daily. Time of synchronous sessions should be commensurate with the length of time students would be expected (developmentally) to attend to direct instruction in person. Teachers providing this should include opportunities for large group synchronous sessions and small group synchronous sessions.

   E. Hybrid – Elementary Levels (including specialists)
      1. With the exception of the teacher’s break, lunch, and prep period (when applicable) the teacher provides direct instruction, including independent work/assignments, to students on site in the classroom for the developmentally appropriate amount of time. The direct instruction referenced here is accompanied by independent work/practice time planned by the teacher in each core subject.

      2. Students will receive direct instruction of new content as well as independent work assignments via District approved platforms.

      3. Teachers will support students in the distance platform by checking in synchronously on student learning with students who are at a distance at least twice a day.
4. Teachers will prepare and provide synchronous and/or asynchronous lessons in all academic areas each day of hybrid remote.

5. Teachers are not expected to provide instruction in new content simultaneously to distance students and those physically present. Instruction in new content for distance students may occur during Administrative directed time, time when students in person are working independently, or unassigned periods, and at other teacher-determined times.

6. Staff will use Administrative directed time (as outlined below) to prepare and deliver instruction to distance students.

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<th>MONDAY</th>
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F. Hybrid – Secondary Levels

1. With the exception of the teacher’s break, lunch, and prep period (when applicable) the teacher provides direct instruction, including independent work/assignments, to students on-site in their classrooms for the appropriate amount of time during each class period. The direct instruction referenced here is accompanied by independent work/practice time planned by the teacher for each period. While some students are in-person and completing independent work, teachers will support other students either in-person or at a distance. Teachers will provide synchronous and/or asynchronous direct instruction for each assigned class period to both in person and distance students. The Distance group will receive direction via approved district platforms. Teachers will monitor distance student participation in prescribed asynchronous and synchronous instruction and independent work throughout the school day (flexibility on how).

2. All core subject teachers will be provided one TCT/PLC period per week to collaboratively prepare synchronous or asynchronous lessons. Principals may provide more than one TCT/PLC period at their discretion.
G. Specialists (Secondary level)
   1. Specialists will perform a combination of synchronous and asynchronous lessons during full distance days, including on Wednesdays.
   2. Specialists will perform a combination of in person and synchronous lessons during hybrid learning days.
   3. Specialist teachers are required to offer an equal number of lessons per school week in accordance with the employee’s schedule as if students were onsite.

H. Related Service Providers (all levels)
   To meet student needs related service providers are required to provide in person and/or tele-therapy as directed. The District will assist providers in scheduling services based on the needs of students and their service delivery models.

I. In the event a professional employee is assigned a distance learning classroom schedule, the employee will perform these duties on site within the District during regularly scheduled work hours.

J. Professional employees will have scheduled virtual office hours for student/family communication and virtual student support hours to provide additional support/guidance to individual students and small groups of students.

K. When team teaching is implemented at the elementary level, staff would be expected to perform all duties related to in person or distance instruction.

8. WORK YEAR/ PROFESSIONAL DEVELOPMENT
   For the 2020-2021 School Year the work year for all professional employees covered by the Memorandum of Agreement shall remain unchanged. The number of instructional days may be reduced and replaced with professional development and/or Administrative Directed duties, activities and training. Professional employees covered under this agreement will receive the equivalent of one (1) day of classroom preparation time at the beginning of the school year. Professional employees will be notified by their immediate supervisor which day is reserved for classroom preparation.

9. COVERAGE
   All Professional Employees may be given an administrative duty/duties, including but not limited to classroom coverage, lunch coverage, arrival/dismissal duties, when they are not scheduled for classroom instruction, individual preparation period, or lunch.
Agreed to by the Parties on the date(s) indicated below. The Parties’ electronic signatures shall be deemed authentic.

For the New Bedford School Committee Inc.

[Signature]

Mayor Jonathan P. Mitchell
Chairperson, Ex-officio

Christopher Cotter
Vice Chairperson

Joshua Amaral
School Committee Member

Colleen Dawicki
School Committee Member

Joaquim Livramento
School Committee Member

Bruce Oliveira
School Committee Member

Date Signed: ________________________

For the New Bedford Educators Association,

[Signature]

Frederick Pearson
President

Date Signed: 10/1/2020